

SBAITI & COMPANY PLLC

Mazin A. Sbaiti

California Bar No. 275089

2200 Ross Avenue, Suite 4900W

Dallas, Texas 75201

T: (214) 432-2899

F: (214) 853-4367

E: mas@sbaitilaw.com

Counsel for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

TRIBUO PARTNERS LLC

Plaintiff,

vs.

**WILSON SONSINI GOODRICH &
ROSATI, P.C. and JOSEPH MATTHEW
LYONS,**

Defendants.

Case No. 22-cv-02930-JSC

SECOND AMENDED COMPLAINT

Jury Trial Demanded

Plaintiff Tribuo Partners LLC respectfully files its Second Amended Complaint against Defendants Wilson Sonsini Goodrich & Rosati, P.C. and Joseph Matthew Lyons (“Defendants”). The thesis of this case is simple. Plaintiff placed a high-level partner at Wilson Sonsini—bringing multiple millions of dollars to the firm—and Wilson Sonsini refused to pay the contracted-for, industry-standard placement fee. Plaintiff simply seeks the compensation owed for the services it rendered.

I.

PARTIES

1. Plaintiff Tribuo Partners LLC is a Colorado limited liability company that provides nationwide legal-search services. Plaintiff’s sole member, Scott Michael Legg, is domiciled in Denver, Denver County, Colorado.

1 9. During their initial conversations, Ishii expressed to Michael that Wilson Sonsini
2 wanted Tribuo to locate potential partners and accompanying practice groups to join the firm's
3 mergers-and-acquisitions practice. Michael agreed to begin searching for a partner and practice
4 group that fit the parameters set out for Wilson Sonsini by Ishii.

5 10. Over the next several months, Tribuo, through Michael, worked diligently to locate
6 the individuals Wilson Sonsini sought for its offices nationwide.

7 11. Eventually, Michael homed in on a partner candidate, Defendant Joseph Matthew
8 Lyons ("Lyons"), who worked at a law firm in Austin, Texas. Michael began preparations to
9 present Lyons as a partner candidate for Wilson Sonsini's Austin office. Lyons represented to
10 Tribuo that he and his practice group had millions of dollars in annual, portable business
11 generation.

12 12. On June 9, 2020, Michael presented Lyons to Ishii, and Ishii instructed Michael to
13 arrange a meeting between Lyons and Rob Suffoletta ("Suffoletta"), the managing partner of
14 Wilson Sonsini's Austin office.

15 13. That same day, Michael reached out to Suffoletta to arrange the meeting with
16 Lyons. Michael gave an overview of Lyons's credentials and areas of expertise, and Suffoletta
17 indicated he wanted to meet Lyons, informing Michael that he would provide available times for
18 a meeting with Lyons the following day.

19 14. On June 11, 2020, Michael presented Lyons to Suffoletta. Suffoletta responded to
20 the email later that day, providing the times during which he was available for an initial meeting
21 in the coming days. At no time did Suffoletta indicate he was already aware of Lyons or
22 considering Lyons as a candidate for hire.

23 15. On June 14, 2020, Michael informed Suffoletta and Ishii that he had shared
24 Suffoletta's availability with Lyons and that Lyons would reach out to Suffoletta directly thereafter
25 to connect. Michael concluded this email to Suffoletta by stating that Tribuo aimed to help "Wilson
26 [Sonsini] grow when [Tribuo] c[a]me across great candidates." Michael added that he hoped
27 Tribuo could "add value to these efforts" and to let him know (1) if Tribuo could be of further
28 assistance and (2) when Lyons confirmed the date and time of the initial meeting with Suffoletta.

1 Suffoletta acknowledged this correspondence and again gave no indication that another placement
2 firm had presented Lyons to him.

3 16. Three days later, Michael circled back with Suffoletta to see if he and Lyons had
4 connected—Suffoletta responded that he had yet to hear from Lyons.

5 17. Over several months, Tribuo continued to facilitate correspondence between Lyons
6 and Wilson Sonsini. On September 21, 2020, Michael emailed Suffoletta to confirm that Lyons
7 and Suffoletta had connected and set up a meeting.

8 18. Upon information and belief, after Tribuo, through Michael, facilitated the meeting
9 between Lyons and Suffoletta, several subsequent meetings and conversations ensued between the
10 two of them.

11 19. Upon information and belief, Lyons decided to leave his then-current firm to join
12 the Austin office of Wilson Sonsini with a guaranteed, multimillion-dollar salary per year for his
13 first two years at Wilson Sonsini.

14 20. On April 12, 2021, Michael called Suffoletta once Lyons decided to join Wilson
15 Sonsini. Michael left Suffoletta a voicemail “inquiring proper information on the person(s)
16 [Tribuo] should send the invoice regarding . . . Lyons’ placement.”

17 21. On April 14, 2021, Michael reached back out to Suffoletta to congratulate Wilson
18 Sonsini on Lyons joining the firm and to inquire (again) as to whom Tribuo should send the invoice
19 for Lyons’s placement. This is when Wilson Sonsini’s coverup began.

20 22. Terri Foland (“Foland”), Wilson Sonsini’s Senior Manager of Lateral Partner
21 Recruiting, informed Michael that the firm would not pay Tribuo for the legal-search services
22 rendered because, as Wilson Sonsini maintains, Lyons had been submitted by a different
23 legal-services search firm and, therefore, Tribuo was not owed any compensation.

24 23. This coverup was a blatant attempt by Foland on Wilson Sonsini’s behalf to retain
25 the fee owed to Tribuo by Wilson Sonsini—the firm stated that Lyons had been submitted by a
26 different legal-services search firm, having allegedly done so on September 4, 2020. Tribuo had
27 presented Lyons to Wilson Sonsini on June 11, 2020.

1 32. As previously alleged, Plaintiff at all times performed its obligations under the
2 contract; Wilson Sonsini did not. Specifically, Wilson Sonsini failed to remit payment to Plaintiff
3 for the contractual services provided, which is 25% of Lyons's guaranteed first-year compensation.

4 33. Plaintiff is entitled to damages.

5 **SECOND CAUSE OF ACTION**

6 **(Quantum Meruit—Wilson Sonsini)**

7 34. Plaintiff incorporates as though realleged herein each and every factual allegation
8 set forth above.

9 35. Wilson Sonsini requested services from Plaintiff related to locating personnel for
10 Wilson Sonsini to hire to the firm. Wilson Sonsini agreed to pay Plaintiff for its services.

11 36. Plaintiff provided the services Wilson Sonsini requested and in reliance upon
12 Wilson Sonsini's promises to compensate Plaintiff for that work.

13 37. Plaintiff is entitled to the reasonable value of the services Plaintiff provided Wilson
14 Sonsini at Wilson Sonsini's request, and for which Plaintiff has not been paid.

15 **THIRD CAUSE OF ACTION**

16 **(Promissory Estoppel—Wilson Sonsini)**

17 38. Plaintiff incorporates as though realleged herein each and every factual allegation
18 set forth above.

19 39. Plaintiff is a legal-services search and placement firm. Wilson Sonsini
20 communicated with Plaintiff and asked Plaintiff to provide locating services for Wilson Sonsini.
21 Wilson Sonsini was fully aware of what services Plaintiff offered and knew that Plaintiff provided
22 these services for compensation.

23 40. Wilson Sonsini's request for Plaintiff's services was reasonably calculated to
24 induce Plaintiff to render the services Wilson Sonsini sought.

25 41. Plaintiff relied on Wilson Sonsini's promise and substantially changed its position
26 by expending resources and dedicating valuable time over many months in doing work for Wilson
27 Sonsini.
28

SIXTH CAUSE OF ACTION

(Promissory Estoppel—Lyons)

53. Plaintiff incorporates as though realleged herein each and every factual allegation set forth above.

54. Plaintiff is a legal-services search and placement firm. Lyons communicated with Plaintiff and asked Plaintiff to present Lyons as a candidate for hire to law firms. Lyons was fully aware of what services Plaintiff offered and knew that Plaintiff provided these services for compensation.

55. Lyons's request for Plaintiff to present him as a candidate for hire to law firms—and Wilson Sonsini in particular—was reasonably calculated to induce Plaintiff to render the services Lyons sought.

56. Plaintiff relied on Lyons's promise and substantially changed its position by expending resources and dedicating valuable time over many months in doing work for Lyons.

57. Plaintiff is entitled to a remedial order in an amount equivalent to the value of the services provided by Plaintiff.

SEVENTH CAUSE OF ACTION

(Unfair Competition in Violation of

CAL. BUS. & COM. CODE §§ 17200 *et seq.*—All Defendants)

58. Plaintiff incorporates as though realleged herein each and every factual allegation set forth above.

59. California Business and Commerce Code §§ 17200 *et seq.* prohibits any unlawful, unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading advertising, any violation of California Business and Commerce Code §§ 17500 *et seq.*

60. Defendants violated the UCL by engaging in unlawful, unfair, and fraudulent business acts or practices, including but not limited to, receiving the value of Plaintiff's services and know-how yet failing to compensate Plaintiff for the services rendered.

V.

JURY DEMAND

61. Plaintiff demands a trial by jury as to all issues triable by a jury.

VI.

RELIEF REQUESTED

Plaintiff Tribuo Partners LLC prays this Court:

- A. Awards Plaintiff actual, compensatory, and consequential damages, including pre- and post-judgment interest at the highest rate allowed by law;
- B. Awards Plaintiff restitution in the amount equal to the reasonable value of the services Plaintiff provided Defendants at Defendants' request, and for which Plaintiff has not been paid;
- C. Awards Plaintiff a remedial order in an amount equivalent to the value of the services provided by Plaintiff to Defendants;
- D. Awards Plaintiff its reasonable and necessary attorney's fees and costs as allowed by statute, contract, or common law; and
- E. Grants Plaintiff any and all other legal and equitable relief as may be available under law the Court may deem proper.

1 DATED: August 17, 2022

Respectfully submitted,

2 **SBAITI & COMPANY PLLC**

3 By: /s/ Mazin A. Sbaiti

4 **Mazin A. Sbaiti**

5 California Bar No. 275089

6 mas@sbaitilaw.com

2200 Ross Avenue, Suite 4900W

7 Dallas, TX 75201

T: (214) 432-2899

8 F: (214) 853-4367

9 COUNSEL FOR PLAINTIFF

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